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| EXAMINER | |
|---|---|
| STERRETT, JONATHAN G | |
| **ART UNIT** | **PAPER NUMBER** |
| 3623 | |

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Please find below and/or attached an Office communication concerning this application or proceeding.

| Office Action Summary | Application No. | Applicant(s) | |
|---|---|---|---|
| | 09/989,712 | BUTLER ET AL. | |
| | Examiner | Art Unit | |
| | Jonathan G. Sterrett | 3623 | |

*-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --*

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

1)☒ Responsive to communication(s) filed on *20 November 2001*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

4)☒ Claim(s) *1-41* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-41* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

**Application Papers**

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

## DETAILED ACTION

1. Currently **Claims 1-41** are pending.

### *Claim Objections*

2. **Claim 13** is objected to because of the following informalities: Claim 13 is dependent on "**Claim 121**". The examiner assumes for the purposes of examination that this claim is meant to depend on Claim 12. Appropriate correction is required.

### *Claim Rejections - 35 USC § 112*

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. **Claims 19, 32 and 35** are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Regarding **Claims 19, 32 and 35**, the limitation MRP is used with the explanation "**materials resource planning**". As is known in the art of manufacturing scheduling, there are two MRP definitions. One is **Manufacturing Resource Planning** (MRP II or "big" MRP). The other is **materials requirements planning** (mrp or "little" mrp). Since the nomenclature cited in the claim is mixed using terms from both MRP II and mrp, and MRP (II) is different in execution and scope than mrp, the claim is indefinite. For the purposes of

examination, the examiner assumes that mrp or materials requirements planning is the intended meaning. (The examiner notes that the distinction between mrp and MRP II is important because of the requirements and operating philosophy of the two approaches for managing manufacturing scheduling).

### *Claim Rejections - 35 USC § 103*

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

6. **Claims 1-9, 27-30 and 38-41** are rejected under 35 U.S.C. 103(a) as being unpatentable over Brown US 5,923,552 (hereinafter **Brown**).

Regarding **Claim 1**, Brown teaches:

**receiving at least one enterprise user input through a user interface to create an outsourced task, wherein the enterprise user input comprises a definition of the outsourced task and an identification of the vendor;**

Column 6 line 55-60, user interface for creating an outsourced task

Column 7 line 10-12, sending bids to vendor from the system defines a task that is outsourced (purchasing material). The vendor is identified in the system for the direction of bids – see also column 2 line 1-5.

**presenting an enterprise user with at least one checklist to be completed, wherein the at least one checklist refers to predefined restrictions**;

column 7 line 10-15, bid requests (e.g. RFQ, RFP) are sent to vendors, the examiner interprets a bid request to refer to predefined restrictions known in the art to exist in RFQ's and RFP's (i.e. requests for bids).

**receiving an enterprise user input that completes the at least one checklist**;

column 8 line 5-10, the response to the bid is received (i.e. the RFP/RFQ checklist is completed), the receipt of a response to a bid is interpreted as meaning that the checklist in the bid request is complete.

**evaluating the complete checklist for compliance with the predefined restrictions**;

column 8 line 5, acceptance of the bid is interpreted by the examiner to mean that the bid is evaluated for compliance to the predefined restrictions in the bid request.

**when the checklist is determined to comply with the predefined restrictions, setting a status of the outsourced task to "initiated"**,

column 8 line 7, Once the bid is received and approved by the user (i.e. the response to the bid complies with predefined restrictions), the status of the job is set through links indicating that the particular vendor has accepted the work (i.e. status set to initiated).

**receiving at least one vendor input through the user interface,**

**wherein the at least one vendor input comprises an indication of at least one vendor action related to completing the outsourced task**;

column 8 line 8-10, when tasks are indicated by network members as complete, the system updates indicate the task is complete.

**setting a status of the task to indicate a current point in a predefined outsourced task lifecycle; and**

column 8 line 8-10, tasks that are entered but not complete have restrictive links applied indicating they are not complete. When the task is complete, the restrictive links are removed.

**storing data related to the outsourced task lifecycle in a vendor application database, including the enterprise inputs and the vendor inputs**.

Column 11 line 50, task lifecycle information data is updated into a database.

Brown does not teach where a checklist is applied to a user containing predefined restrictions for a task. However, the idea of using checklists to ensure that tasks are complete is a concept that is old and well known in the art to ensure that tasks are completed correctly. Checklists provide an efficient way for a user to ensure that all procedures are followed and in ensuring that a task is completed correctly.

It would have been obvious to one of ordinary skill in the art to further

modify the teachings of Brown, regarding providing a system for tracking outsourced projects to vendors, including fabricators and using a checklist for completing a bid request, to include where a checklist is used in ensuring a task was complete, because it would ensure the task was correctly completed by the vendor.

Regarding **Claim 2**, Brown teaches storing information related to outsourcing of tasks and automatically updating a legacy database based on a new information being made available (column 16 line 65-line 17 line 6)

Brown does not teach:

**periodically searching a legacy database for legacy data related to outsourced tasks, wherein the information was entered using a legacy method; and**

**incorporating the legacy data into the vendor application database according to respective related outsourced tasks.**

However, the examiner takes official notice that migration of data from legacy databases to new, current databases is a technique that is old and well known in the art of information systems. The migration of relevant data from a legacy to a current database ensures that relevant data is can be used when a new database system is implemented.

It would have been obvious to one of ordinary skill in the art to further

modify the teachings of Brown, regarding providing a system for tracking outsourced projects to vendors and storing the project information in a database, to include migrated data related to outsourced tasks from a legacy database to a current database, because it would ensure that legacy data can be used in the new database system.

Regarding **Claim 3**, Brown teaches:

**receiving an enterprise user input that comprises an assignment of the outsourced task to a vendor drafter/engineer; and setting the status of the task to "assigned".**

Column 2 line 9-14, tasks are assigned to outsourced vendors. Brown teaches also where the vendor is a fabricator (the examiner interprets fabricator to mean that the vendor is manufacturing parts for the customer).

Brown does not teach where the outsourced task is assigned specifically to a drafter/engineer.

However Official Notice is taken that it is old and well known in the art of outsourcing for a vendor staff to include a drafter/engineer, particularly for companies who are providing fabrication services. A drafter/engineer is known in the art in these situations to be used so the vendor can understand the customer's drawings so that the vendor correctly fabricates the part.

It would have been obvious to one of ordinary skill in the art to further

modify the teachings of Brown, regarding providing a system for tracking outsourced projects to vendors, including fabricators, to include where the project is assigned to a vendor drafter/engineer, because it would ensure the part was correctly fabricated by the vendor.

Regarding **Claim 4**, Brown teaches providing bid requests (e.g. RFP's, RFQ's) to outside vendors for the purpose of receiving a bid and ultimately receiving work from a vendor. Outsourced tasks that have not been finalized are noted as such, because the links with a vendor noting the outsourcing have not been created. Brown does not teach:

**receiving a vendor input that comprises a request for additional information related to the outsourced task; and setting the status of the task to "information requested"**.

However, it is old and well known in the art for vendors who have received a bid request to request additional information regarding the work they will perform. The clarification of RFP's / RFQ's in industry is old and well known, and is a common technique on the part of vendors so that they ensure they understand all the consequences associated with them bidding for work.

It would have been obvious to one of ordinary skill in the art to further modify the teachings of Brown, regarding providing a system for tracking outsourced projects to vendors, including fabricators, to include receiving

requests for additional information from vendors regarding RFP's / RFQ's, because it would ensure vendors understand all the consequences associated with them bidding for work.

Regarding **Claim 5**, Brown teaches:

**receiving an enterprise input comprising the additional information; and setting the status of the task to "information sent".**

Column 7 line 10-15, information is sent to contractors/vendors regarding various information being provided to them in sending them a request for bid. See also column 3 line 65- column 4 line 2, information is sent to vendors.

Regarding **Claim 6**, Brown teaches that vendors can respond to bid requests and that vendors can access product catalog information. Brown does not teach:

**wherein the request for additional information and the additional information each include documents in at least one format selected from a group comprising, DOC, TXT, XLS, GIF, PDF and TIFF**.

However, the receiving of document information in a standard format, including a .doc or a .txt file is old and well known in the art. Receiving information in a standard format ensures that it can be easily and readable accessed on standard computer systems.

It would have been obvious to one of ordinary skill in the art to further modify the teachings of Brown, regarding providing a system for requesting bids from vendors and providing vendors with catalog information, to include where vendors receive information in a .doc or a .txt file format, because it would ensure the vendors could easily access the document information on a standard computer system.

Regarding **Claim 7**, Brown teaches:

**receiving vendor input comprising an indication that a vendor drafter/engineer has begun the outsourced task; and setting the status of the task to "in progress"**.

Column 8 line 10-14, work progress can be updated for the status of outsourced projects that a particular vendor is executing. See also column 2 line 27-30, the various stages of a vendor's schedule can be updated to the master schedule – the examiner interprets this tracking of project status to setting the status to 'in progress'.

Regarding **Claim 8**, Brown teaches:

**receiving vendor input comprising an indication that the outsourced task cannot be completed by a predefined date; and setting the status of the task to "delivery in danger'**.

Column 10 line 10-15, if the input received by the member indicates that the outsourced work cannot be performed by the necessary date (and thus

negatively impacting the schedule of other members) then a conflict error (i.e. the tasks status is set to 'delivery in danger') is returned so that the members know that there is a problem – see also column 13 line 44-50.

Regarding **Claim 9**, Brown teaches:

**receiving vendor input comprising an indication that the outsourced task is completed; and setting the status of the task to "activity submitted".**

Column 8 line 11-14, when a task that has been outsourced to a vendor is completed, the system receives an update from that vendor and the restrictive links indicating that task has not been done are removed (i.e. the status is set to 'activity submitted').

**Claims 27-30 and 38-41** recite limitations similar to those addressed by the rejection of **Claims 1-9** above, and are therefore rejected under the same rationale.

7. **Claims 10-16** are rejected under 35 U.S.C. 103(a) as being unpatentable over Brown US 5,923,552 (hereinafter **Brown**) in view of Rippert US 2004/0117759 (hereinafter **Rippert**).

Regarding **Claim 10**, Brown teaches outsourcing tasks and receiving indications that tasks are complete or may be delayed, but does not teach:

**receiving enterprise input comprising an indication that the**

**outsourced task has been reviewed and is not satisfactory, including a specification of rework to be performed; and setting the status of the task to "rework required'**.

Rippert teaches:

**receiving enterprise input comprising an indication that the outsourced task has been reviewed and is not satisfactory, including a specification of rework to be performed; and setting the status of the task to "rework required'**.

Para 123, enterprise input is received that the outsourced software is unacceptable and that edits are required. The person responsible for making the necessary edits receives a notice that rework is required. See also para 128.

Both Brown and Rippert address providing networked, remote collaboration on projects, thus both Brown and Rippert are analogous art.

Rippert teaches that having reviews and approvals of the different elements being developed minimizes delivery risk because it ensures well-written software code, i.e. checking each task as it is completed ensures that major errors do not occur in the project as the different parts of the project are integrated together.

It would have been obvious to one of ordinary skill in the art to further modify the teachings of Brown, regarding providing a system for tracking

outsourced projects to vendors, including fabricators, to include having reviews and approvals of specific task to be performed, including providing requirements for the functionality specified for the required rework, as taught by Rippert, because it would minimize the delivery risk of the entire project.

Regarding **Claim 11**, Brown teaches where different tasks and stages of a project are pending completion, however Brown does not teach:

**receiving vendor input comprising an indication that the specified rework has been undertaken; and setting the status of the task to "rework initiated"**.

Rippert teaches:

**receiving vendor input comprising an indication that the specified rework has been undertaken; and setting the status of the task to "rework initiated"**.

Para 128, the receiving of the input indicating that the work needs to be redone by the user comprises setting the status of the task to rework initiated.

Both Brown and Rippert address providing networked, remote collaboration on projects, thus both Brown and Rippert are analogous art.

Rippert teaches that having reviews and approvals of the different elements being developed minimizes delivery risk because it ensures well-written software code, i.e. checking each task as it is completed ensures that major

errors do not occur in the project as the different parts of the project are integrated together.

Brown teaches that tracking the status of each task as it is being done ensures that subsequent tasks that depending on each task can be identified as slipping the schedule if the independent task slips. This allows the schedule slips to be identified in advance so management can proactively manage the schedule to eliminate an overall delay.

It would have been obvious to one of ordinary skill in the art to further modify the teachings of Brown, regarding providing a system for tracking outsourced projects to vendors, including fabricators, to include tracking the status of tasks that have to be reworked, as taught by Rippert, because it would enable management to prevent delay in the overall schedule.

Regarding **Claim 12**, Brown teaches outsourcing tasks and receiving indications that tasks are complete or may be delayed, but does not teach:

**receiving enterprise input comprising an indication that the outsourced task has been reviewed and an action item is required, including a specification of the action item; and setting the status of the task to "action required".**

Rippert teaches:

**receiving enterprise input comprising an indication that the**

**outsourced task has been reviewed and an action item is required, including a specification of the action item; and setting the status of the task to "action required".**

Para 123, enterprise input is received that the outsourced software is unacceptable and that edits are required (i.e. "action required"). The person responsible for making the necessary edits receives a notice that rework is required. See also para 128.

Both Brown and Rippert address providing networked, remote collaboration on projects, thus both Brown and Rippert are analogous art.

Rippert teaches that having reviews and approvals of the different elements being developed minimizes delivery risk because it ensures well-written software code, i.e. checking each task as it is completed ensures that major errors do not occur in the project as the different parts of the project are integrated together.

It would have been obvious to one of ordinary skill in the art to further modify the teachings of Brown, regarding providing a system for tracking outsourced projects to vendors, including fabricators, to include having reviews and approvals of specific task to be performed that provide requirements for the functionality specified for the required rework, as taught by Rippert, because it would minimize the delivery risk of the entire project.

Regarding **Claim 13**, Brown teaches:

**receiving vendor input comprising an indication that the action item has been performed; and setting the status of the task to "action taken".**

Column 8 line 11-14, when a task that has been outsourced to a vendor is completed, the system receives an update from that vendor and the restrictive links indicating that task has not been done are removed (i.e. the status is set to 'activity submitted').

Regarding **Claim 14**, Brown teaches:

**receiving enterprise input comprising an indication that the action taken is satisfactory; and setting the status of the task to "closed".**

column 8 line 8-10, when tasks are indicated by network members as complete, the system updates indicate the task is complete (i.e. task is "closed").

Regarding **Claim 15**, Brown does not teach:

**receiving enterprise input comprising an indication that the outsourced task has been reviewed, including feedback to the vendor related to the outsourced task; and setting the status of the task to "feedback sent".**

Rippert teaches:

**receiving enterprise input comprising an indication that the outsourced task has been reviewed, including feedback to the vendor**

**related to the outsourced task; and setting the status of the task to "feedback sent".**

Para 129, notice of approval is sent to the user that the outsourced task has been reviewed. This notice of approval comprises feedback to the vendor related to the outsourced task (i.e. "feedback sent").

Both Brown and Rippert address providing networked, remote collaboration on projects, thus both Brown and Rippert are analogous art.

Rippert teaches that having reviews and approvals of the different elements being developed minimizes delivery risk because it ensures well-written software code, i.e. checking each task as it is completed ensures that major errors do not occur in the project as the different parts of the project are integrated together.

It would have been obvious to one of ordinary skill in the art to further modify the teachings of Brown, regarding providing a system for tracking outsourced projects to vendors, including fabricators, to include having reviews and approvals of specific task to be performed, including providing approvals for specific tasks in the project, as taught by Rippert, because it would minimize the delivery risk of the entire project.

**Claim 16** recites limitations similar to those addressed in the rejection of

**Claim 10** above, and is therefore rejected under the same rationale.

8. **Claims 17-21, 22-26 and 31-37** are rejected under 35 U.S.C. 103(a) as being unpatentable over Brown US 5,923,552 (hereinafter **Brown**) in view of Eichstaedt US 2002/0016725 (hereinafter **Eichstaedt).**

Regarding **Claim 17**, Brown teaches:

**presenting at least one form to the enterprise actor to facilitate collection of specific data related to the task, wherein the specific data includes, a vendor to perform the task**,

column 2 line 15-20, specific vendors are assigned to perform a task.

Column 6 line 55-60, the user interface presents at least one form to the actor to facilitate collection of specific calendar data related to the task.

**a completion date of the task**,

column 6 line 55-60, completion dates for all tasks assigned to a vendor are synchronized with other calendars which are dependent on the tasks being performed.

**a specific action to be performed**,

column 6 line 53, specific actions are performed (i.e work stages) see also column 5 line 20-25.

**assigning the task to a specific vendor and collecting from the vendor specific data, including: a delivery of the task is in danger due to specific circumstances; and a specific required action has been taken;**

Column 5 line 20-25, the delivery of the task is in danger due to the weather, and the delivery is rescheduled – the rescheduling is updated in the home builder's schedule.

**setting a status of the task dependent upon the data collected; and storing all of the data related to the task,**

column 9 line 20-15, column 10 line 1-6, dependencies related to a task are stored. The status of the task is set whether it is complete or not and whether or not subsequent task dependencies on other projects are affected by the timely completion of the task.

**collection of specific data related to the task, wherein the data includes import and export restrictions**.

Column 3 line 65-column 4 line 2, legislative and regulatory data is available to users of the networked system. The examiner interprets legislative and regulatory data to include import and export restrictions.

Brown does not teach:

**presenting a user interface to different enterprise actors depending on an enterprise actor's level of privilege;**

**presenting at least one form to the enterprise actor to facilitate collection of specific data related to the task, wherein the specific data includes:**

**feedback to the vendor regarding vendor performance,**

**whether the task performed by the vendor is satisfactory, and**

**whether the task is complete;**

**presenting the user interface to different vendor actors depending on a vendor actor's level of privilege;**

**presenting at least one form to the vendor actor to facilitate collection of specific data related to the task, wherein the specific data includes,**

**the vendor has assigned the task to a vendor actor;**

**the vendor requires more information;**

Eichstaedt teaches:

**presenting a user interface to different enterprise actors depending on an enterprise actor's level of privilege;**

para 57, access control may be based on the user's identity (i.e. an enterprise actor's level of privilege). See also para 63.

**presenting at least one form to the enterprise actor to facilitate collection of specific data related to the task, wherein the specific data includes:**

**feedback to the vendor regarding vendor performance,**

para 69, approvers notate as to why they rejected a particular item, i.e. feedback regarding vendor performance.

**whether the task performed by the vendor is satisfactory, and**

para 69, notation by approvers includes feedback as to whether the task performed is satisfactory, and why.

**whether the task is complete;**

para 67, tasks that are complete are approved by approvers and notated as complete.

**presenting the user interface to different vendor actors depending on a vendor actor's level of privilege;**

para 63, access control to all project members, including the vendor actors see para 59) is set based on their level of privilege.

**presenting at least one form to the vendor actor to facilitate collection of specific data related to the task, wherein the specific data includes,**

**the vendor has assigned the task to a vendor actor;**

para 60, the data collected in the task management utilities indicate that a task has been assigned with a particular due date to a particular team member (i.e. vendor actor).

**the vendor requires more information;**

para 100, the vendor may input information into a wizard that conveys the need for additional information from a requisitioner.

Both Brown and Eichstaedt address providing networked, remote collaboration on projects, thus both Brown and Eichstaedt are analogous art.

Eichstaedt teaches that having reviews and approvals of the different elements being developed minimizes delivery risk because it ensures errors are

caught and corrected during the execution of a complex project, i.e. providing for collaborative validation and approval of various project steps ensures that major errors do not occur in the project as the different parts of the project are integrated together.

It would have been obvious to one of ordinary skill in the art to further modify the teachings of Brown, regarding providing a system for tracking outsourced projects to vendors, including fabricators, to include having reviews and approvals of specific task to be performed, including providing forms for gathering various relevant pieces of project information from vendors, as taught by Eichstaedt, because it would minimize the errors and delivery risk of a project that is being collaboratively executed.

Regarding **Claim 18**, Brown teaches:

**receiving input from the vendor actor regarding completion of the outsourced task**;

column 7 line 1-5, the vendor inputs data that the outsourced task (e.g. purchasing materials) will be completed on time.

**receiving input regarding the outsourced task and setting a status of the task depending on the input received from the vendor actor.**

Column 5 line 5-10, input is received from the vendor when a task is completed.

Brown does not teach where the status is set based on input received from an enterprise actor.

Eichstaedt teaches that the enterprise actor, as discussed above in Claim 17, can approve or disprove a task, and set its status based on the approval of the task.

Both Brown and Eichstaedt address providing networked, remote collaboration on projects, thus both Brown and Eichstaedt are analogous art.

Eichstaedt teaches that having reviews and approvals of the different elements being developed minimizes delivery risk because it ensures errors are caught and corrected during the execution of a complex project, i.e. providing for collaborative validation and approval of various project steps ensures that major errors do not occur in the project as the different parts of the project are integrated together.

It would have been obvious to one of ordinary skill in the art to further modify the teachings of Brown, regarding providing a system for tracking outsourced projects to vendors, including fabricators, to include having reviews and approvals of specific task to be performed, as taught by Eichstaedt, because it would minimize the errors and delivery risk of a project that is being collaboratively executed.

Regarding **Claim 19**, Brown teaches:

**wherein the outsourced task is a materials resource planning ("MRP") task.**

Column 3 line 60, vendor schedules can be synchronized with the schedules of manufacturers, i.e. the vendor providing materials on a schedule synchronizes the vendor schedule with the schedule of the manufacturer. The examiner interprets the manufacturer schedule to include materials resource planning, since MRP is used to schedule operations in a manufacturing facility. See also column 1 line 25-30.

Regarding **Claim 20**, Brown teaches where a vendor can provide services to a manufacturer but does not teach:

**wherein the vendor actor comprises a vendor drafter/engineer, and a vendor manager.**

Eichstaedt teaches:

**wherein the vendor actor comprises a vendor drafter/engineer, and a vendor manager.**

Regarding **Claim 21**, Brown teaches a networked system between business entities, but does not teach:

**wherein the enterprise actor comprises: an application administrator that administers an application that comprises the user interface; an enterprise drafting manager; an enterprise drafter/engineer; an enterprise**

**general manager.**

Eichstaedt teaches:

**wherein the enterprise actor comprises: an application administrator that administers an application that comprises the user interface; an enterprise drafting manager; an enterprise drafter/engineer; an enterprise general manager;**

para 63, system administrator administers the domain access for the application (i.e. the application that comprises the user interface).

Para 63, project team leaders can access the system (i.e. enterprise drafting manager).

Para 15, team members (i.e. enterprise drafter/engineer).

Para 67, project steps/tasks are approved by approvers (i.e. enterprise general manager).

Both Brown and Eichstaedt address providing networked, remote collaboration on projects, thus both Brown and Eichstaedt are analogous art.

Eichstaedt teaches that having a system for collaborative design allows geographically remote groups to work on a project together.

It would have been obvious to one of ordinary skill in the art to further modify the teachings of Brown, regarding providing a system for tracking

outsourced projects to vendors, including fabricators, to include an application administrator that administers an application that comprises the user interface; an enterprise drafting manager; an enterprise drafter/engineer; and an enterprise general manager, as taught by Eichstaedt, because it would allow geographically disparate team members to work collaboratively on a project.

**Claims 22-26 and 31-37** recite limitations similar to those addressed by the rejection of **Claim 17-21** above, and are therefore rejected under the same rationale.

***Conclusion***

9. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Beckert, Beverly A; "ASP's and portals put engineers on the fast track", June 2000, Computer Aided Engineering, 19, 6; ABI/INFORM Global, p.26.

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US 6212549 by Page discloses collaborative project development and communication.

JP 2000-231591A by Okumura discloses a distributed project management system.

US 20030061330 by Frisco discloses a web-based collaborative project and process management system.

US 6029171 by Smiga discloses a collaborative system for group action processing.

US 6078326 by Kilmer discloses a system and method for creating, accessing and processing objects in a distributed manner.

US 6308164 by Nummelin discloses a distributed project management system and method.

10. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jonathan G. Sterrett whose telephone number is (571) 272-6881. The examiner can normally be reached on Monday-Friday, 8:00AM - 6:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on (571) 272-6729. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

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